THE HON'BLE MR. JUSTICE L. NARASIMHA REDDY

WRIT PETITION NO. 21219 OF 2005

DATED: 30-09-2005

Between

Kadiyapu Sreenivasa Rao.

..... PETITIONER

And

Sri Seetharamachandrasamy Vari

Devasthanam, Rep. by its Executive Officer,

Bhadrachalam, Khammam District and others.

..... RESPONDENTS

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ORDER:

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The petitioners claim to have been engaged as contract labour, to work in various categories of employment, with Sri Seetharamachandraswamy Vari Devasthanam, the 1st respondent. Their present grievance is that the 2nd respondent has been awarded the labour contract and he started engaging different persons. In this writ petition, they seek the relief of regularization of their services and a declaration that the engagement of the 2nd respondent as labour contractor is contrary to the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 (for short 'the Act'). The petitioners assert that the 1st respondent was not registered with the competent authority as required under Section 7 of the Act and that the 2nd respondent did not obtain any licence as provided for under Section 12 of the Act. They contend that the whole contract is vitiated and it cannot be permitted to remain.

Sri P.V. Ramana, learned counsel for the petitioners submits that the Act regulates the engagement of contract labour in various establishments and no such contract can be permitted to remain unless it strictly conforms with the provisions of the Act. He contends that there is nothing on record to disclose that the 1st respondent was

registered with the registering officer as provided for under Section 7 of the Act and in that view of the matter, the contract awarded in favour of the 2nd respondent cannot be sustained. Another limb of argument advanced by the learned counsel for the petitioners is that 2nd respondent does not hold any licence as on the date of awarding the contract.

Sri Kondaveeti Ravi, learned counsel for the 1st respondent submits that the Devasthanam has been engaging the contract labour through labour contractors since last several years and though the petitioners have been engaged as contract labour they did not raise any objection for all these years. He contends that the 1st respondent awarded the contract strictly in accordance with the provisions of the Act.

Sri Bodduluri Srinivasa Rao, learned counsel for the 2nd respondent submits that the 2nd respondent has obtained licence as provided for under Section 12 of the Act and it is not open to the petitioners to assail the contract, particularly in view of the fact that they themselves worked as contract labour for the last several years.

The relief claimed by the petitioners is twofold. Firstly, they seek the regularization of their services on the strength of their having been engaged as contract labour for several years. It is settled principle of law that contract labour can be treated as part of the establishment of the principal employer if only they have been engaged in prohibited categories. It is not even urged that the petitioners have been engaged in prohibited categories of employment. In that view of the matter, the relief claimed by the petitioners in this regard cannot be granted.

The petitioners raised an objection as to the award of contract in favour of the 2nd respondent. Their contention is twofold, viz., that the 1st respondent is not registered with the registering authority and that the 2nd respondent did not obtain any licence. So far as the first aspect is concerned, it needs to be observed that the petitioners themselves have been working as contract labour with the 1st respondent for the past several years. It is not open to them to raise this objection. Even if it is to be

assumed that the 1st respondent was not registered with the concerned agency, the petitioners are deemed to have waived that objection by working as contract labour for the last several years. At any rate, it is a matter of fact which needs to be ascertained from the 3rd respondent or other competent agency. The petitioners cannot approach this Court without any definite information and depend upon the reply that may have to be given by the 1st respondent. So far as the second limb of the argument is concerned, the 2nd respondent has placed before this Court a copy of the licence granted by the licencing authority. Therefore, this Court is not inclined to grant any relief.

If the petitioners are of the view that the contract awarded in favour of the 2nd respondent does not accord with the provisions of the Act, they have to approach the 3rd respondent with necessary application who in turn will examine the matter. The 3rd respondent shall decide the matter on its own merits.

Hence the writ petition is dismissed with the observations as above.

(L. Narasimha Reddy, J)

30-09-2005

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